

**Invitation to Bid  
(Small Public Works)**

**Monroe School District No. 103  
200 E. Fremont Street  
Monroe, WA 98272  
(360) 804-2570**

**Date Prepared:** June 14, 2016

**Invitation #:** SW16-SVEC-01

**Project Title:** SVEC PCB Caulk Abatement

**Submit in writing no later than** JUNE 30, 2016 **by** 2:00 p.m.

**SUBMIT TO:**           **Above address**  
**ATTN:**               **John Mannix, Assistant Superintendent for Operations**

**General Project Description:** Provide all labor, materials, equipment and services required to complete the handling, removal, cleanup, containerization, transport, and proper disposal of PCB-containing caulking located on interior and exterior door frames, window frames, column joints, expansion joints, mechanical penetrations, and other perimeter wall penetrations at the Sky Valley Education Center.

---

This invitation is comprised of this Invitation to Bid, General Terms and Conditions (Small Public Works), Bid Form, Contract, Specification Section 02 84 000 – PCB Removal Activities, and Sky Valley Caulking Location Plans 1-5 which, if an award is made, will collectively constitute the Contract Documents.

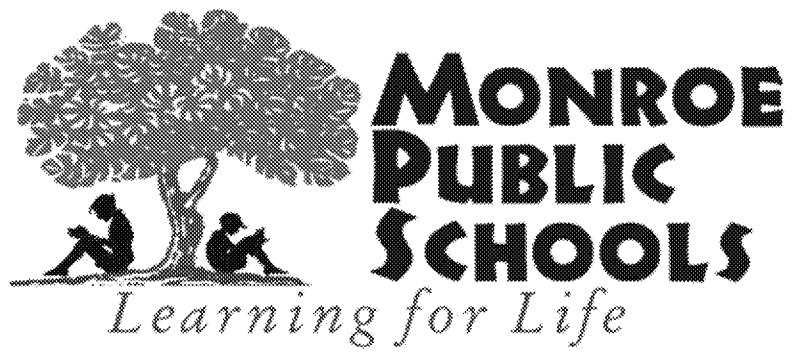
Five percent (5%) bid deposit **IS** required with sealed bid. (If required, deposit must be a surety bond, postal money order, cashier's check, or certified check equal to 5% of the amount of the bid using the assumed quantity). Deposits of unsuccessful bidders will be returned upon completion and acceptance of contract requirements.

One hundred percent (100%) contractor's performance bond **IS** required

Public Works contract **IS** required. The required Contract Form is attached. The Contract must be executed and returned to the Monroe School District ("Owner") within ten (10) days after notification of award. Approval of the contract by Owner is required before award is final.

Certification of insurance **IS** required.

Bidder is solely responsible for timely delivery of the bid. Bids deemed by the Owner to have been received late will be returned unopened.



**GENERAL TERMS**

**AND**

**CONDITIONS**

**(Small Public Works)**

## GENERAL TERMS AND CONDITIONS

**Bid Number** SW16-SVEC-01

### Preparation of Bid Form

All items requested on the bid form must be appropriately completed, with all requested price(s) indicated, exclusive of State and Local Sales Tax, F.O.B. delivered to project location(s).

All bids must be submitted in a sealed envelope bearing on the OUTSIDE the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received by the designated time. Any bid deemed by the Owner to have been received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

When submitting a bid form, include all pages where quotations, signatures, dates, and additional information is required or requested.

### Prime Bidder Responsibility

The Owner in its discretion, may determine that a bidder is not responsible and reject its bid/proposal for any of the following reasons:

- A. Bidder does not have a certificate of registration in accordance with RCW Chapter 18.27 at time of bid;
- B. Bidder does not have current state unified business identifier number;
- C. Bidder does not have worker's compensation insurance, an employment security department number, or a state excise tax registration number;
- D. Bidder is disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065; and/or
- E. Bidder has been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
- F. Bidder has violated the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries.
- G. Owner determines that Bidder does not satisfy the bidder responsibility criteria in RCW 43.19.1911.

### Subcontractor Responsibility

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- A. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable, have:
  - 1. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - 2. A Washington Employment Security Department number, as required in Title 50 RCW;
  - 3. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - 4. An electrical contractor license, if required by Chapter 19.28 RCW;
  - 5. An elevator contractor license, if required by Chapter 70.87 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

### Or Equal Clause and Alternates

Unless otherwise stated in the bid documents, whenever a process, equipment, or material is specified by giving a manufacturer's name, brand, or number, it is understood that the words "or equal" follow thereafter. Where the phrase "or equal" applies or occurs in the bid documents, do not assume that a process, equipment, or material is approved by the Owner unless the item has been specifically approved for this work by the Owner. Alternates may be submitted; however, the alternate item bid is expected to meet or exceed specifications. Bidders submitting tenders on alternate items from those specified in these specifications shall accompany their bid with cuts, photos, samples and or full specifications covering the proposed alternate items. The Monroe School District (who shall hereinafter be referred to as the Owner) reserves the right to examine samples of any or all items to its satisfaction before awarding the contract. The decision of the Owner concerning "equals" or "alternates" will be final. Only those alternate items approved by Owner via written addenda prior to the bid time shall be considered responsive.

### Signatures

The bid must be signed in the name of the bidder, in longhand, by the person or persons duly authorized to sign the bid.

### Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternate proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modifications of any bid submitted will be considered.

### Erasures

Any erasures, interlineations or other corrections in the bid must be initialed by the person or persons signing the bid.

### Contract Documents

The Contract Documents shall consist of a form of Contract furnished by the Owner, these General Terms and Conditions (Small Public Works), Invitation to Bid, and Bid Form collectively, "Contract Documents."

### Unit Prices

When unit prices are stated, it is understood that the quantities stated are approximate only and are subject to either increase or decrease at the Owner's direction and are stated only for the purpose of comparing bids, and that should the quantities of unit price items be increased or be decreased, payment will be made on actual quantities installed at such unit prices, and the undersigned bidder will make no claims for anticipated profits or additional compensation for any increase or decrease in said quantities. It should be understood that the Owner may purchase any number of items from the bidder at the unit price. During the contract period and any renewals thereof, any price declines at the manufacturer's level on unit price items shall be reflected in a reduction of the contract price retroactive to the date they were effective to the Contractor.

### Examination of Site and Conditions

The bidder is required to examine carefully the site of the proposed work, plans and specifications and contract forms before submitting a proposal. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work as scheduled; satisfied as to the character, quality and quantities of work to be performed and material to be furnished, including said increases or decreases; and satisfied as to the requirements of any plans, specifications, supplemental specifications, special provisions and contract.

No statement made by any officer, agent or employee of an Architect, if any, in relation to the physical conditions pertaining to the site of the work will be binding on the Owner.

### Time for Contracting/Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

It is understood that, once opened, this bid may not be withdrawn nor may the bidder refuse to accept any contract if offered based on his bid within 45 days after the date set for the opening thereof.

### Bid Deposit

A Five Percent Bid Deposit **IS** required with sealed bid. Deposit must be a surety bond, postal money order, cashier's check or certified check. Deposits of unsuccessful bidders will be returned after award. Successful bidder's deposit will be returned upon receipt of acceptance of Contract requirements.

### Examination of Specifications

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of a bidder to receive or examine any form, instruments, addendum or other document shall in no way relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as a prima facie evidence of compliance with this section.

### Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or the contract documents, or finds discrepancies in or omissions from the specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery and not later than ten (10) days before the date specified for receipt of bids. Any interpretation or correction of the contract documents will be made only by written addendum duly issued. A copy of such addendum will be faxed (if requested by bidder) or mailed (via first class mail) to each person receiving a set of such contract documents. The Owner will not be responsible for any other explanation or interpretation of the contract documents.

### Award of Contract; Bidder Responsibility

Contract award, if any, shall be in accordance with the terms and conditions of RCW 28A.335.190 and is subject to the right which is reserved by the Owner to reject any or all bids, or any items thereof, and to waive informalities or irregularities. The Owner reserves the right to select in its sole discretion any combination of base bid and alternates and/or options.

### Contract Execution

The contract shall be considered legal and binding on both parties when the Contract Document has been duly signed by both parties. The successful bidder shall be notified of award by letter.

### Assignment of Contract

The Contractor shall not assign this contract or any part thereof, or any monies due to become due thereunder without the prior written approval of the Owner.

### Compliance with Laws

In performing the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including, but not limited to, the following:

- (1) Chap. 18.27 RCW relating to Contractor's registration;
- (2) Chap. 19.27 RCW relating to the State building code;
- (3) Chap. 27.44 RCW relating to Indian graves;
- (4) Chap. 27.53 RCW relating to archaeological sites;
- (5) RCW 28A.210.310 relating to use of tobacco products;
- (6) Chap. 39.06 RCW relating to Contractor's registration;
- (7) Chap. 39.08 RCW relating to Contractor's bonds;
- (8) Chap. 39.12 RCW relating to prevailing wages;
- (9) RCW 39.30.060 relating to submittal of names of subcontractors;
- (10) Chap. 49.17 relating to industrial safety and health;
- (11) Chap. 49.26 RCW relating to asbestos;
- (12) Chap. 49.28 RCW relating to hours of labor;
- (13) Chap. 49.60 RCW relating to discrimination;
- (14) Chap. 49.70 RCW relating to hazardous materials;
- (15) Chap. 50.24 relating to unemployment compensation; and
- (16) Chap. 70.92 RCW relating to the provisions for the aged and physically disabled.

The foregoing list is provided only as a courtesy to the Contractor, and the Owner has not thereby undertaken any obligation to provide legal advice to the Contractor. The Owner makes no representation as to the currency, accuracy, or completeness of the list.

### Restriction Regarding Crimes Against Children

Contractor shall prohibit any employee of the contractor from working at a public school who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any

failure to comply with this section shall be grounds for the school district immediately terminating the Contract.

#### Safety Conditions

All equipment furnished will be required to satisfy the applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. It shall be the responsibility of the Contractor to comply with this requirement insofar as compliance is within his control.

#### Time for Completion

The Owner will set a time for completion, which shall become part of this contract.

#### Taxes

State and local sales taxes should be added as a separate item on the invoice only, not to be included in the bid price. All other taxes, including without limitation, income, business, occupational, and personal property taxes are the responsibility of the Contractor and are to be included in the bid price.

#### Successful Bidder

The successful bidder is also referred to as the Contractor. The Contractor shall be responsible for his employees and shall not employ any unfit person or anyone not skilled in the work assigned him.

The intent of the documents is to include all labor, material, equipment and any other items required for a complete job. The successful bidder will be given a purchase order for the amount of his bid plus state and local sales taxes.

#### Performance and Payment Bonds

The Owner requires a Performance Bond and a Payment Bond from the successful bidder at no additional cost to the Owner pursuant to RCW Chapter 39.08. Said bonds shall each meet all requirements of RCW Chapter 39.08 and shall be issued by surety that is licensed or authorized to do business in the State of Washington and that has an A.M. Best rating of A-/VII or better. The Owner may decline to enter into the Contract, withhold its notice to proceed, and/or withhold payment to Contractor until such surety bonds are received. The amount of the bonds shall each be the amount of the accepted bid plus State and local sales taxes.

#### Wages and Benefits

This Contract is subject to the wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented). The Contractor, each Subcontractor and other person doing any work under this Contract shall pay laborers, workmen or mechanics not less than the prevailing rate of



wage for an hour's work in the same trade or occupation in the locality within the state of Washington where such labor is performed. If the state and federal wage rates differ for similar kinds of labor, the Contractor, each Subcontractor and other person, as applicable, shall pay not less than the higher rate. Wages and benefits higher than the minimums required by law may be paid. It is the Contractor's sole responsibility to determine the wage rates it will actually have to pay. In the event rates of wages and benefits change while this Contract is in force, the Contractor shall bear the cost of such changes and shall have no claim against the Owner on account of such changes. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Contractor's bid price adequate increases in such wages over the term of this Contract.

All determinations of the prevailing rate of wage shall be made by the industrial statistician of the Department of Labor and Industries of the state of Washington. The schedule of prevailing wage rates as determined by the industrial statistician for the locality or localities where this Contract will be performed are by this reference made a part of this Contract. To obtain a listing of current minimum wages for any county contact:

Department of Labor and Industries  
201 - 11th Avenue  
Olympia, Washington 98504  
(Telephone: (206) 753-4019)

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the State of Washington and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

The Contractor, each Subcontractor and other person required to pay the prevailing rate of wage shall post in a location readily visible to workers at the job site: (1) a copy of the statement of intent to pay prevailing wages approved by the industrial statistician of the Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

Apprentice workmen employed hereunder for whom an apprenticeship agreement has been registered and approved with the state apprenticeship council pursuant to Chapter 49.04 RCW must be paid at least the prevailing hourly rate for an apprentice for that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the state apprenticeship council shall be considered to be a fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeymen.

Pursuant to RCW 39.12, the Contractor and each Subcontractor from the Contractor or a Subcontractor shall submit the following documents to the Owner:

Before payment is made by Owner, the Contractor and each Subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" which has been approved by the industrial statistician of the Department of Labor and Industries.

With each request for payment, the Contractor shall submit a statement that prevailing wages have been paid in accordance with the "Statement of Intent to Pay Prevailing Wages" filed with Owner.

Following final acceptance of the work and before funds retained according to RCW 60.28.010 are released to the Contractor, the Contractor and each Subcontractor shall submit an "Affidavit of Wages Paid" which has been approved by the industrial statistician of the Department of Labor and Industries. Any fees charged by the department of labor and industries for filing the "Statement of Intent to Pay Prevailing Wages" and the "Affidavit of Wages Paid" shall be paid by the Contractor and each Subcontractor, as applicable. If, for any reason, Owner pays such fees, then the Contractor shall be charged the amounts thereof.

Owner may inspect or audit the Contractor's wage and payroll records at any time while the Contract is in force and for at least three (3) years after the date of final acceptance. The Contractor shall maintain such records for that period. The Contractor shall also guarantee that wage and payroll records of all his Subcontractors and agents shall be open to similar inspection and auditing for the same period of time. Owner will give the Contractor reasonable notice of the starting date if an audit will begin more than sixty (60) days after the final acceptance date.

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. The Contractor shall also obey all federal, state and local laws, ordinances, and regulations establishing safety standards for the protection of employees. If any payment required by Title 50 or Title 51 is not made when due, Owner may retain such payments from any money due the Contractor and pay the same into the appropriate fund. The Public Works Contract Division of the Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. Before release of any funds retained according to RCW 60.28.010, the Contractor shall complete a "Request for Release" form and submit such form to the Department of Labor and Industries for approval for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums. Such approved form shall be submitted to Owner.

Pursuant to RCW 49.28.010, eight (8) hours of labor shall constitute a legal day's work. The Contractor or any Subcontractor shall not require more than eight (8) hours of labor in a day from any person employed in the performance of the Work under this Contract except as may otherwise be allowed by law. Failure of the Contractor to perform the Work in accordance with the hours of labor policies of the State of Washington shall be deemed a failure on his part to comply with the provisions of this Contract.

Subject to applicable laws and governmental permits, overtime and shift work may be established as a regular procedure by the Contractor with reasonable advance written notice to the Owner.

Notice must be given a minimum of seventy-two (72) hours prior to the start of overtime and shift work. No work other than overtime and shift work established as a regular procedure shall be performed during weekdays between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays or Sundays, except such work as is necessary for the proper care and protection of the Work already performed in case of an emergency or as necessary to recover schedule delays.

The additional cost of Work performed other than during regular working hours shall be borne by the Contractor. No claim for additional compensation shall be allowed for failure of Bidder/Contractor to include in the bid price adequate reserves for overtime work.

The Contractor shall pay the costs of overtime inspection by the District except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during weekdays between the hours of 6:00 p.m. and 7:00 a.m. and on Saturdays or Sundays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that the Owner may deduct such charges from payments due the Contractor. In the event of circumstances beyond the Contractor's control which could not be reasonably foreseen and which require the Contractor to work at other than normal weekday working hours, the Owner may, without obligation and only in writing, waive the requirement that the Contractor pay such overtime inspection costs. In the event of a change order requiring the Contractor to work in excess of the established schedule of working hours, the Contractor will not be charged for inspection costs of the Owner associated therewith.

#### Correction and Prosecution of Work

The Contractor shall correct or remove promptly from the premises all work and materials rejected by the Owner as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly re-execute such work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work. If the Contractor fails to correct or remove such defective work, or fails to timely prosecute the work, the Owner may, after seven days advance written notice to Contractor, correct, replace, or carry out such work and charge the Contractor for all costs associated therewith. The Owner may withhold the cost thereof from payments that would otherwise be due to the Contractor and/or pursue any and all other legal remedies.

#### Materials, Workmanship, and Guarantee

Unless otherwise specified, all materials, equipment, and other items incorporated in the work shall be new and of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials, equipment and other items. All workmanship shall be of good quality.

The Contractor guarantees the work against all defects in materials and workmanship which develop or are discovered within one year from the date of Owner's final acceptance of the work. The Contractor shall indemnify and save harmless the Owner from all damages and expense suffered or incurred by reason of such defects. Upon written notice of any such defects, the

Contractor shall repair or replace promptly. Upon the Contractor's failure to make such repair or replacement, the Owner may do so and charge the cost thereof to the Contractor.

#### Contractor's Liability for Damages and Injury

The Contractor shall be liable for all damages and injury of every kind and character whatsoever which shall occur to any person, persons, or property whatsoever by reason of the negligence of the Contractor or his subcontractors or their respective agents, servants or employees, or by reason of any breach of violation of any of the provisions of the contract documents, or of any law or ordinance or rule of any Board or Officer having authority in the premises.

#### Hold Harmless Agreement

To the maximum extent permitted by law, the Contractor shall defend, indemnify and hold the Owner and all of their officers, principals, agents and employees harmless from any liability whatsoever for any injuries to persons or property arising out of the performance of this Contract; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this Contract are caused by or result from the concurrent negligence of Contractor or its subcontractors, agents or employees, and the Owner or its agents or employees, the indemnification applies only to the extent of the negligence of the Contractor, its subcontractors, agents or employees. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the Owner and the Architect and for that purpose the Contractor specifically waives any immunity under the workers compensation act, RCW Title 51. By executing the Agreement, the Contractor recognizes and confirms that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

#### Insurance

Commencement of Insurance: Contractor shall not commence work under this contract until it has obtained at its expense all the insurance required hereunder and such insurance has been approved by the Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Notwithstanding anything to the contrary, with respect to each product or service supplied, sold or delivered by Contractor to Owner, its officers, agents, and employees, the Contractor agrees, prior to commencement of the product or service supplied, to obtain and maintain in full force and effect during the term hereof, at Contractor's sole expense, the following insurance covering the work, product or service supplied:

**Commercial General Liability**, including contractual, explosion, collapse and underground hazards (X, C, U), products and completed operations, Owner's and Contractor's Protective Liability, (and stop gap if applicable) with minimum limits \$2,000,000 per occurrence, \$2,000,000 aggregate products-completed operations, and \$2,000,000 general aggregate. *The Owner shall be named as an additional insured for liability arising out of work under this*

*contract as the result of the negligence, real or alleged, on the part of the Contractor, his subcontractors and their subcontractors.*

**Pollution Liability**, with minimum limits of \$2,000,000 General Aggregate, \$2,000,000 Each Occurrence Combined Single Limit.

**Comprehensive Automobile Liability** covering owned, hired and non-owned vehicles with minimum limits of \$2,000,000 per accident Combined Single Limit bodily injury and property damage.

**Workers Compensation or Industrial Accident Insurance** as required by law, including Employers Liability with minimum limits of \$1,000,000 per accident or disease. Evidence of coverage is required.

**Builder's Risk/Property Insurance** for the period of this Contract, Builder's Risk "All-Risk" Completed Value Insurance Coverage, in the face amount of this Contract including taxes, (including coverage for fire, Collapse, and Damage resulting from Faulty Workmanship, Material, or Design; but not including Flood, Earthquake or Landslide unless specified for a given project) upon the entire work which is the subject of this Contract, including completed work and work in progress but excluding structures in existence at the time the Contract was awarded. Such insurance shall include as Additional Named Insureds: The Owner(s) and each of their officers, agents and employees; and any other persons with an insurable interest designated by the Owner as Additional Named Insureds. Such insurance must be issued by an insurer(s) with an AM Best rating of A-/V or better. Such insurance may have a deductible clause but not to exceed \$10,000.00. The Contractor shall be solely responsible for any such deductible.

The Owner will be furnished certificates of insurance evidencing compliance herewith prior to commencing work. Contractor shall require Contractor's insurance carrier to give the Owner at least *thirty (30) days written notice prior to any change or cancellation of said coverage*, either in whole or in part, as the failure of Contractor's insurance carrier to give said notice as required shall be a default on Contractor's part.

#### Nondiscrimination

The Contractor shall comply with all the applicable laws against discrimination.

In the event of noncompliance by the Contractor with any such laws, the Owner shall have the right, at its option, to terminate the contract in whole or in part. If the contract is terminated pursuant to this section after part performance, the Owner shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services which have been received and accepted.

It is further understood that any Contractor who is in violation of this clause shall be barred forthwith from receiving awards of any contract from the Owner, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

### Inspections

A. Contractor shall call for all inspections required by public agencies having jurisdiction in the area. Final payment will not be made until the appropriate officials have made final inspection and all deficient items noted have been corrected.

B. The Owner reserves the right to make periodic inspections.

The Owner reserves the right to use a technical consultant or manufacturer's representative to examine the work in progress, as well as upon completion, in order to assist in ascertaining the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the manufacturer of the material used.

The presence and activities of the consultant or field representative shall in no way relieve the Contractor of these contractual responsibilities. In the event of a dispute, the Owner shall have full authority.

### Changes in Work

A. A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the contract sum and or the contract time. The contract sum and the contract time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the contract sum and or the contract time.

B. The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by change order and shall be performed under the applicable conditions of the contract documents. All change orders are normally approved by the School Board of the Owner.

C. The cost or credit to the Owner resulting from a change in the work shall be determined in the following preferred order:

1. By unit prices stated in the contract document or subsequently negotiated.
2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

### Hazardous Materials

To meet requirements set forth in the hazard communication standard, WAC 296-62-054 through WAC 296-62-05425, the following requirements must be completed.

Prior to starting the contract, the Contractor shall provide the Owner with a copy of the manufacturer's Material Safety Data Sheet (MSDA) for each chemical to be used in this project. Also, a copy of each MSDA shall be posted by the Contractor at the construction site.

The Owner shall provide the Contractor with a copy of the Material Safety Data Sheet (MSDS) for each chemical the Owner is using in the area of the construction project. These sheets shall be posted by the Contractor at the construction site.

Hazardous communication program training for personnel working on this project is the responsibility of the Contractor.

#### Progress Payments and Retainage

For projects with durations exceeding one month, and based upon Applications for Payment submitted to the Owner by the Contractor in the form required by the Owner, the Owner shall make monthly progress payments on account of the Contract Sum to the Contractor. Each Application for Payment shall be based on a schedule of values submitted by the Contractor to the Owner at the time of Contract award. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor is responsible to pay and agrees to pay all sums when due to its Subcontractors and Suppliers.

Pursuant to RCW Chapter 60.28, the Owner will reserve 5% from the moneys the Contractor earns on estimates during the progress of the work, to be retained as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material man who performs any labor on the contract or doing of said work, and all persons who supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the state with respect to taxes which may be due from the Contractor.

Contractor is responsible for paying, and agrees to pay when due for the costs of Subcontractors of any tier, suppliers, labor, and materials incorporated into or used in connection with the Work of this Project. The Contractor may withhold payment of not more than 5% from the moneys earned by any Subcontractor or Supplier, provided that the Contractor pays interest to the Subcontractor or Supplier at the same interest rate it receives from its reserved funds.

#### Construction Schedules; Schedule of Values

The Contractor, in accordance with the time limit stated in the specifications, shall prepare and submit for the Owner's and Architect's information a Gantt Chart construction schedule or other bar chart schedule acceptable to Owner for the Work (Project Schedule). The initial and any revisions of the Project Schedule shall be submitted to the Owner and Architect in both a paper copy and a data format on a diskette using a computer program approved in advance by the Owner. The schedule shall not exceed time limits current under the Contract Documents and shall be: (i) updated monthly to show progress; (ii) revised at appropriate intervals as required by the conditions of the Work and Project; (iii) related to the entire Project, including work to be performed by others such as utilities and Owner's Subcontractors and inspectors; and (iv) provide for expeditious and practicable execution of the Work. The Contractor may list for its convenience

milestone dates in addition to dates of completion specified in the contract documents. However, such milestone dates shall be labeled "For Contractor's Information Only." Review by the Owner or Architect of the Contractor's Progress Schedule shall not constitute approval or acceptance of the Contractor's schedules, means, methods, sequencing, or milestone dates or Contractor's ability to complete the Work in a timely manner. Owner shall not process Contractor's second pay application until the baseline Project Schedule is submitted and approved in writing by Owner.

The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Project Schedule and allows the Owner reasonable time for appropriate review.

The Contractor shall perform its work according to the Project Schedule it submits to the Owner and shall conform its Work to it. Float time indicated in the Project Schedule shall be for the joint use and benefit of the Owner and Contractor.

The Contractor shall prepare a Schedule of Values, which is coordinated with the Project Schedule. The Schedule of Values serves to break down the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. At least fourteen (14) days before the first Application for Payment, the Contractor shall submit the Schedule of Values to the Owner, prepared in such form and supported by such data to substantiate its accuracy as stated in this section and as the Owner may require.

The Schedule of Values shall indicate at least 5% shall be earned through performance of Contract closeout and punchlist activities and proportional amounts for landscape maintenance and for technology cabling. The Contractor shall earn said amounts only when said tasks are fully completed; no payments shall be earned for partial completion of said tasks. Said 5% is for closeout and punchlist activities and is distinct and different from statutory retainage. Covered play areas (where applicable), building demolition and hazardous materials abatement shall be indicated separately. Line items shall correspond with categories required by the Owner, which shall at least include the divisions of work listed in the table of contents in the Specifications and any additional requirements imposed by a third-party governmental entity with authority.

#### Mandatory Claims Procedures

A "Claim" is a substantiated demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" or "claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice and substantiated by detailed information. The responsibility to substantiate Claims rests solely with the Contractor. The substantiation of a Claim shall include, at a minimum, the following:

- (1) A written narrative explaining the events provide the basis of the Claim and the bases for the Claim under the Contract Documents; and



- (2) An explanation and documentation of the additional costs or damages in such detail as may be requested by the Owner, including original bid and budget records.

Any Claim of the Contractor against the Owner for additional payment for any reason or extension of Time, whether under the Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely and substantiated written notice (as defined above) of Claim is received by the Owner within twenty-one (21) calendar days of the event giving rise to the Claim. No act, omission, or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice unless the Owner provides the Contractor with an explicit, written waiver of timely notice.

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Owner. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work or the extent to which the Work has been completed. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments that are not in dispute in accordance with the Contract Documents.

The acceptance of substantial completion payment shall constitute a waiver of all Claims by the Contractor except those previously made in writing in accordance with this provision, and which are identified by the Contractor as unsettled at the time of the application for payment for the substantial completion payment, and except for the retainage sums due at final acceptance.

#### Partial Occupancy

Should the project, or any portion thereof, be incomplete for substantial completion, or final completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the project. In such an event the Contractor shall not be entitled to any extra compensation on account of said occupy by the Owner or by the Owner's normal full use of the project. Nor shall the Contractor be relieved of any responsibilities of the contract including the required times of completion. Such occupancy by the Owner would not, in itself, constitute substantial completion or final completion.

#### Termination

In the event that any of the provisions of the Contract Documents are violated by the Contractor, the Owner may serve written notice upon the Contractor of its intention to terminate such contract, such notice to contain the reason for such intention to terminate the contract, and unless within 10 days after the serving of such notice upon the Contractor shall cease such violation and satisfactory arrangement for correction be made, the contract shall upon expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner may declare the Contractor in default and procure all material involved in the contract from other sources, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's

services, attorneys' fees, and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

If, after Contractor has been terminated pursuant to this paragraph, it is determined that legally sufficient cause does not exist, then such termination shall be considered a termination for convenience pursuant to the following paragraph.

In addition, Owner may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by notifying Contractor in writing of the Owner's decision to terminate this Agreement for Owner's convenience. Such termination for convenience shall become effective seven (7) calendar days from Contractor's receipt of such notice of termination by Owner. In that event, all finished or unfinished documents and other materials concerning the Work, at the option of Owner, shall become its property upon compensation therefore in accordance with this Agreement. If the Agreement is terminated for convenience by Owner, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to the effective date of the termination, and (ii) payment for authorized Reimbursable Expenses incurred prior to such notice of termination. Owner shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on this or other projects or of reputation incurred by Contractor as a result of such termination.

#### Concurrent Operations

Because other activities of the Owner may be proceeding at the same time as the work covered by this specification, the Contractor shall cooperate with the Owner's representative to ensure that all contract work progresses in a manner which does not conflict with other activities.

#### Questions

Questions regarding this proposal should be directed to the one of the following Monroe School District personnel: John Mannix, Assistant Superintendent for Operations, telephone, (360) 804-2570 or Heidi Hansen, Capital Projects Director, (360) 804-2677 or Devlin Piplic, Director of Facilities, (360) 804-2679.

**Bid Form  
(Small Public Works)**

TO: Board of Directors  
Monroe School District No. 103  
200 E. Fremont Street  
Monroe, WA 98272

Pursuant to and in compliance with the Contract Documents, the Undersigned Bidder hereby proposes to perform the Contract work for the sum of:

Bid Number: SW16-SVEC-01

The sum of \_\_\_\_\_  
(\$ \_\_\_\_\_).

Included within this Base Bid is the sum of \$\_\_\_\_\_ to cover all costs for adequate trench safety systems (in accordance with RCW Chapters 39.04 and 49.17 and WAC 296-155-650) if the work requires trenching exceeding a depth of four feet. In order to be responsive, Bidder must include a lump sum amount in the blank immediately above, even if the value is zero dollars.

STATE & LOCAL SALES TAX: The above sum does not include State or Local Sales Tax, but does include all other applicable taxes.

TIME OF COMPLETION: The Undersigned hereby agrees to commence work under this Contract on or before a date specified by Owner, to be written in a "Notice to Proceed", and to complete the Contract performance on or before the completion date specified by the Owner.

CONTRACT: If written notice of the acceptance of this bid is mailed, telephoned, or delivered to the undersigned Bidder within forty-five (45) days of the bid date, the undersigned agrees that it will execute and deliver the Contract in accordance with the bid as accepted.

BID GUARANTEE: The Undersigned further agrees that the bid guarantee accompanying this proposal is left in escrow with the Owner; that its amount of penal sum is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract and other documents required by the Contract Documents. If the Undersigned defaults in executing the Contract or fails to provide the bond and evidence of

insurance required by the Contract Documents within 10 days of written notification of the award of the Contract to it, then the bid guarantee shall become the property of the Owner; but if the Undersigned executes and delivers said Contract and provides the bond and said evidence of insurance, the bid guarantee shall be returned to him.

**BID PROTESTS:** If a bidder submits a written protest to the Owner within two full business days following bid opening, the Owner shall not execute a contract with any other bidder without first providing at least two full business days' written notice to the protesting bidder of the Owner's intent to execute a contract for the Project.

**ADDENDA:** Receipt of addenda numbered \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature (Original longhand)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
By

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Bidder's Contractor License No.

**CONTRACT BETWEEN OWNER AND CONTRACTOR**  
**MONROE SCHOOL DISTRICT NO. 103**  
(Small Public Works)

**THIS CONTRACT IS** made as of the 11th day of July in the year 2016.

**BETWEEN** the Owner, Monroe School District NO. 103, and NorthStar CG, LP, the Contractor. The Project is described as: PCB Caulk Abatement at Sky Valley Education Center.

Owner and Contractor agree as follows:

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract, General Terms and Conditions (Small Public Works), Invitation to Bid, Bid Form, Specification Section 02 84 00 – PCB Removal Activities, and Sky Valley Caulking Location Plans 1-5; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire, integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner.

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than August 31, 2016.

**ARTICLE 4**  
**CONTRACT SUM**

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Five Thousand Eight Hundred Forty-Eight and Zero/100 Dollars (\$135,848.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows: N?A.

## **ARTICLE 5 PAYMENTS**

### **5.1 Progress Payments**

5.1.1 Based upon approved Applications for Payment submitted by the Contractor to the Owner in the form required, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

5.1.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **5.2 Final Payment**

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor in accordance with the Contract Documents.

## **ARTICLE 6 TERMINATION OR SUSPENSION**

6.1 The Contract may be terminated or suspended as provided of the General Terms and Conditions.

This Contract is entered into as of the day and year first written above and is executed in at least two original copies, of which one is to be delivered to the Contractor, and one to the Owner.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Title)*

\_\_\_\_\_  
*(Printed Title)*